

COUNTY OF HUMBOLDT

For the meeting of: December 6, 2016

Date: November 10, 2016

To: Board of Supervisors

From: *TKM* Thomas K. Mattson, Public Works Director

Subject: Consent to Change in Control of Arcata Garbage Company, Inc. regarding the Solid Waste Collection Franchise Agreement for the Unincorporated Arcata Area of the County of Humboldt

RECOMMENDATION(S): That the Board of Supervisors:

1. Approve, and authorize the Board Chair, to execute the attached Consent to Change in Control of Arcata Garbage Company, Inc. regarding the Solid Waste Collection Franchise Agreement for the Unincorporated Arcata Area of the County of Humboldt; and
2. Direct the Clerk of the Board to return two fully-executed originals of the attached Consent to Change in Control to the Department of Public Works for distribution.

SOURCE OF FUNDING: General Fund – Solid Waste (1100438)

DISCUSSION:

On June 28, 2011, the County and Arcata Garbage Company, Inc. (“AGC”) entered into a Solid Waste Collection Franchise Agreement for the collection, handling and disposal of solid waste for the unincorporated Arcata area of Humboldt County (“Franchise Agreement”) for the period of July 1, 2011, to June 30, 2021.

On November 1, 2016, representatives from Recology, Inc. informed the Humboldt County Public Works Director that it has entered into an agreement to acquire all of the outstanding shares of the AGC.

Prepared by _____ Thomas K. Mattson/jg _____

CAO Approval Karen Clower

REVIEW:	Auditor <u>MSM</u>	County Counsel <u>Sm</u>	Personnel _____	Risk Manager <u>KV</u>	Other _____
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TYPE OF ITEM:

Consent

Departmental

Public Hearing

Other _____

BOARD OF SUPERVISORS, COUNTY OF HUMBOLDT
 Upon motion of Supervisor Fennell Seconded by Supervisor Bass

Ayes Sundberg, Fennell, Lovelace, Bohn, Bass
 Nays _____
 Abstain _____
 Absent _____

PREVIOUS ACTION/REFERRAL:

Board Order No. L-1

Meeting of: 6/28/11

and carried by those members present, the Board hereby approves the recommended action contained in this Board report.

Dated: Dec. 6, 2016
 By: [Signature]
Kathy Hayes, Clerk of the Board

Pursuant to the terms of such agreement, AGC will become a wholly-owned subsidiary of Recology, Inc. and be rebranded as "Recology Arcata." Recology Arcata will continue to perform the obligations of AGC under the Franchise Agreement.

Accordingly, staff recommends that the Board approve, and authorize the Chair to execute, the attached Consent to Change in Control regarding the Franchise Agreement.

FINANCIAL IMPACT:

The attached Consent to Change in Control regarding the Franchise Agreement will not financially impact the County in any way.

The requested action conforms to the Board of Supervisors' Strategic Framework Core Role of providing community-appropriate levels of service.

OTHER AGENCY INVOLVEMENT:

Arcata Garbage Company, Inc. and Recology, Inc.

ALTERNATIVES TO STAFF RECOMMENDATIONS:

Board Discretion.

ATTACHMENT:

1. Letter from Recology, Inc. dated November 2, 2016, regarding the Solid Waste Collection Franchise Agreement for the Unincorporated Arcata Area of the County of Humboldt
2. Consent to Change in Control of Arcata Garbage Company, Inc. regarding the Solid Waste Collection Franchise Agreement for the Unincorporated Arcata Area of the County of Humboldt

11/07/2016



PUBLIC WORKS	
<input checked="" type="checkbox"/>	DIR
<input type="checkbox"/>	AV
<input type="checkbox"/>	EUS
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<input type="checkbox"/>	MAINT
<input type="checkbox"/>	RD
<input type="checkbox"/>	EMI
<input type="checkbox"/>	FM
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<input type="checkbox"/>	NR
<input type="checkbox"/>	PK
<input type="checkbox"/>	RP
<input type="checkbox"/>	LU
<input type="checkbox"/>	SEC
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<input type="checkbox"/>	FILE
<input type="checkbox"/>	TIC

November 2, 2016

VIA US MAIL AND E-MAIL

The County of Humboldt
Public Works
1106 2nd Street
Eureka, CA 95501
Attn: Thomas K. Mattson

Re: Solid Waste Collection Franchise Agreement For the Unincorporated Arcata Area of the County of Humboldt between Arcata Garbage Co., Inc. ("AGC") and the County of Humboldt (the "County"), as amended (the "Agreement")

Dear Tom,

We wish to inform you that Recology Inc. ("Recology") has entered into an agreement to acquire all the outstanding shares of AGC (the "Transaction"). Upon the closing of the Transaction, AGC will become a wholly-owned subsidiary of Recology Inc., which is deemed a change in control pursuant to Section 18 of the Agreement. Following the closing of the Transaction, AGC will be rebranded Recology Arcata and will continue to perform the obligations of "Contractor" under the Agreement.

The purpose of this letter is to request that the County provide its consent to the change in control of AGC in accordance with Section 18 of the Agreement.

We propose having a meeting at your earliest convenience to discuss the Transaction and the transition to Recology. Please do not hesitate to contact Linda Wise at (707) 442-2501 regarding this matter.

Sincerely,

Michael J. Sangiacomo
President and Chief Executive Officer

**CONSENT TO CHANGE IN CONTROL OF ARCATA GARBAGE CO., INC.
RE: SOLID WASTE COLLECTION FRANCHISE AGREEMENT FOR THE
UNINCORPORATED ARCATA AREA OF THE COUNTY OF HUMBOLDT**

This Consent to Change in Control (“Consent”), entered into this ____ day of December 2016, is by and between the County of Humboldt, a political subdivision of the State of California, hereinafter referred to as “COUNTY,” and Arcata Garbage Co., Inc., a California corporation, hereinafter referred to as “ARCATA GARBAGE”.

WHEREAS, COUNTY and ARCATA GARBAGE are parties to that certain Solid Waste Collection Franchise Agreement for the Unincorporated Arcata Area of the County of Humboldt, dated as of June 28, 2011, as amended (the “Franchise Agreement”), in order to provide for the handling and disposal of solid waste in the unincorporated Arcata area of Humboldt County for the period of July 1, 2011 to June 30, 2021;

WHEREAS, on October 28, 2016, ARCATA GARBAGE entered into an agreement with Recology Inc., a California corporation, hereinafter referred to as “RECOLOGY”, whereby RECOLOGY would acquire all of the outstanding shares of ARCATA GARBAGE (the “Transaction”), and upon the closing of the Transaction, ARCATA GARBAGE would become a wholly-owned subsidiary of RECOLOGY;

WHEREAS, pursuant to Section 18 of the Franchise Agreement, the Transaction is deemed a change in control of ARCATA GARBAGE, and the consummation of the Transaction requires the prior written consent of the COUNTY;

WHEREAS, subject to the County’s consent to the Transaction, following the consummation of the Transaction, ARCATA GARBAGE will be rebranded “Recology Arcata”.

NOW, THEREFORE, the parties hereto mutually agree as follows:

1. COUNTY hereby consents to the Transaction and ARCATA GARBAGE’s change in control in accordance with Section 18 of the Franchise Agreement. This consent shall be effective as of the date first written above.
2. ARCATA GARBAGE hereby affirms that following the consummation of the Transaction, it will continue to perform the obligations of “Contractor” under the Franchise Agreement.
3. Each person executing this Consent represents and warrants that he or she is duly authorized and has legal authority to execute and deliver this Consent. Each party represents and warrants to the other that the execution and delivery of this Consent and the performance of such party’s obligations hereunder have been duly authorized.

[signatures on following page]


IN WITNESS WHEREOF, the parties hereto have executed this Consent on the date first written above.

TWO SIGNATURES ARE REQUIRED FOR CORPORATIONS:


(1) CHAIRPERSON OF THE BOARD, PRESIDENT, OR VICE PRESIDENT; AND

(2) SECRETARY, ASSISTANT SECRETARY, CHIEF FINANCIAL OFFICER OR TREASURER.

ARCATA GARBAGE CO., INC.:


By: 
Ricardo E. Fusi
President

Date: 11-8-16

By: 
Ryan E. Fusi
Secretary

Date: 11-8-16

COUNTY OF HUMBOLDT:

By: 
Mark Lovelace
Chair, Board of Supervisors

Date:  12-6-16

APPROVED AS TO INSURANCE PROVISIONS AND CERTIFICATES FILED:

By: 
Risk Management

Date: 11/18/16



CERTIFICATE OF LIABILITY INSURANCE

ARCAT-5

OP ID: C1

DATE (MM/DD/YYYY)
04/18/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Anderson Robinson Starkey Insurance Agency Inc. P O Box 1105 Arcata, CA 95516-1105	CONTACT NAME: Cindy Michel PHONE (A/C No. Ext): 707-822-7251 FAX (A/C No.): 707-826-9021 E-MAIL ADDRESS: cmich@ars-insurance.com
	INSURER(S) AFFORDING COVERAGE
INSURED Arcata Garbage Company, Inc. Rick Fusi 30 South G Street Arcata, CA 95521	INSURER A: Granite State Insurance Co NAIC # 23809
	INSURER B: New Hampshire Insurance Co 23841
	INSURER C: National Union Fire Ins. Co. 19445
	INSURER D:
	INSURER E:
INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR INSR	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	X	X	02LX01174072030	04/18/2016	04/18/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Per occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> HIREN AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	X	X	01CA0190492693	04/18/2016	04/18/2017	COMBINED SINGLE LIMIT (Per accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			29UD0428647613	04/18/2016	04/18/2017	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				PER STATE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Certificate holder as shown below is reflected as Additional Insured with Waiver of Subrogation per attached forms 61712 (08/07) and CG2404 05 09 for general liability and 90812 (10/06) and 82897 (8/95) for business auto coverage with pollution liability-broadened coverage per form CA9948 03 06 attached.

CERTIFICATE HOLDER **CANCELLATION**

HUMBCQD The County of Humboldt, its Officers, Employees and Agents 3033 H Street, Rm 17 Eureka, CA 95501	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Cindy Michel</i>
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ENDORSEMENT

This endorsement, effective 12:01 A.M. forms a part of policy No. 02LX01174072030 issued to ARCATA GARBAGE COMPANY, INC by

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - WHERE REQUIRED UNDER CONTRACT OR AGREEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

SECTION II - WHO IS AN INSURED, is amended to read:

Any person or organization to whom you become obligated to include as an additional insured under this policy, as a result of any contract or agreement you enter into which requires you to furnish insurance to that person or organization of the type provided by this policy, but only with respect to liability arising out of your operations or premises owned by or rented to you. However, the insurance provided will not exceed the lesser of:

- The coverage and/or limits of this policy, or
- The coverage and/or limits required by said contract or agreement.

Authorized Representative or
Countersignature (in States Where
Applicable)

ARCATA GARBAGE COMPANY, INC
POLICY NUMBER: 02LX01174072030

COMMERCIAL GENERAL LIABILITY
CG 24 04 05 09

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies Insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
SCHEDULE

Name Of Person Or Organization:
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph 8, Transfer Of Rights Of Recovery Against Others To Us, of Section IV - Conditions:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

POLICY # 01CA0180492693

ARCATA GARBAGE COMPANY, INC

THIS ENDORSEMENT CHANGES THE POLICY, PLEASE READ IT CAREFULLY

ADDITIONAL INSURED -- WHERE REQUIRED UNDER CONTRACT OR AGREEMENT

This endorsement modifies insurance provided under the following:

- BUSINESS AUTO COVERAGE FORM
- GARAGE COVERAGE FORM
- TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Endorsement Effective: 04/16/2016	Countersigned By:
Named Insured: Arcata Garbage Company, Inc	(Authorized Representative)

The WHO IS AN INSURED provision is amended to include as an "insured" any person or organization for whom you agreed in a written contract, written agreement, or written permit to provide such coverage as is afforded under this policy, but only as respects the use of a covered "auto".

This provision does not apply:

- a. Unless the written contract or agreement has been executed or the permit has been issued prior to the "accident" which caused the "bodily injury" or "property damage" to which this coverage applies;
- b. To any person or organization included as an "insured" by an endorsement in the Declarations;
- c. To any lessor of "autos":
 - (1) After the lease expires; or
 - (2) If the "bodily injury" or "property damage" arises out of the sole negligence of the lessor; or
- d. To any contract or agreement for professional services.

The insurance provided by this endorsement will not exceed the lesser of:

- a. The coverage and/or limits of this policy; or
- b. The coverage and/or limits required by said contract or agreement.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ENDORSEMENT #

This endorsement, effective 12:01 A.M. 04/18/2016 forms a part of
Policy No. 01CA0190492693 Issued to Arcata Garbage Company, Inc. By

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

Section IV - Business Auto Conditions, A. - Loss Conditions, 5. - Transfer of Rights of Recovery Against Others to Us, is amended to add:

However, we will waive any right of recovery we have against any person or organization with whom you have entered into a contract or agreement because of payments we make under this Coverage Form arising out of an "accident" or "loss" if:

- (1) The "accident" or "loss" is due to operations undertaken in accordance with the contract existing between you and such person or organization; and
- (2) The contract or agreement was entered into prior to any "accident" or "loss".

No waiver of the right of recovery will directly or indirectly apply to your employees or employees of the person or organization, and we reserve our rights or lien to be reimbursed from any recovered funds obtained by any injured employee.

AUTHORIZED REPRESENTATIVE

62897 (6/95)

Arcata Garbage Company, Inc
Policy Number: 01CA0100492693

COMMERCIAL AUTO
CA 89 48 03 00

THIS ENDORSEMENT CHANGES THE POLICY, PLEASE READ IT CAREFULLY.
**POLLUTION LIABILITY - BROADENED COVERAGE
FOR COVERED AUTOS - BUSINESS AUTO,
MOTOR CARRIER AND TRUCKERS COVERAGE FORMS**

This endorsement modifies insurance provided under the following:

- BUSINESS AUTO COVERAGE FORM
- MOTOR CARRIER COVERAGE FORM
- TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

A. Liability Coverage is changed as follows:

1. Paragraph a. of the Pollution Exclusion applies only to liability assumed under a contract or agreement.
2. With respect to the coverage afforded by Paragraph A.1. above, Exclusion B.6. Care, Custody Or Control does not apply.

B. Changes in Definitions:

For the purposes of this endorsement, Paragraph D. of the Definitions Section is replaced by the following:

D. "Covered pollution cost or expense" means any cost or expense arising out of:

1. Any request, demand, order or statutory or regulatory requirement that any "insured" or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "pollutants"; or
2. Any claim or "suit" by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to or assessing the effects of "pollutants";

"Covered pollution cost or expense" does not include any cost or expense arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

- a. Before the "pollutants" or any property in which the "pollutants" are contained are moved from the place where they are accepted by the "insured" for movement into or onto the covered "auto"; or
- b. After the "pollutants" or any property in which the "pollutants" are contained are moved from the covered "auto" to the place where they are finally delivered, disposed of or abandoned by the "insured".

Paragraphs a. and b. above do not apply to "accidents" that occur away from premises owned by or rented to an "insured" with respect to "pollutants" not in or upon a covered "auto";

- (1) The "pollutants" or any property in which the "pollutants" are contained are upset, overturned or damaged as a result of the maintenance or use of a covered "auto"; and
- (2) The discharge, dispersal, seepage, migration, release or escape of the "pollutants" is caused directly by such upset, overturn or damage.



ARCAT-5 OP ID: TL

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
09/26/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Anderson Robinson Starkey Insurance Agency Inc. P O Box 1105 Arcata, CA 95518-1105		CONTACT NAME: Theresa Laidlaw PHONE (A/C No. Ext): 707-822-7251 FAX (A/C No): 707-826-9021 E-MAIL ADDRESS: tlaidlaw@ars-insurance.com	
INSURED Arcata Garbage Company, Inc. Rick Fusl 30 South G Street Arcata, CA 95521		INSURER(S) AFFORDING COVERAGE INSURER A: State Compensation Ins. Fund NAIC # 35076 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS EXCLUSIONS AND CONDITIONS OF SUCH POLICIES, LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSTR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COM/PROP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) if yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	X 907318416	10/01/2016	10/01/2017	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - SA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 As required by contract, waiver of subrogation applies as per attached
 Waiver of Subrogation endorsement #2570.

CERTIFICATE HOLDER County of Humboldt, its Officers, Agents & Employees 3033 H Street, Rm 17 Eureka, CA 95501		CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 	
COUNTYH			

ENDORSEMENT AGREEMENT



WAIVER OF SUBROGATION

REP 14
9073184-16
RENEWAL
NA
0-05-99-42
PAGE 2 OF 3

HOME OFFICE
SAN FRANCISCO

EFFECTIVE OCTOBER 1, 2016 AT 12.01 A.M.
AND EXPIRING OCTOBER 1, 2017 AT 12.01 A.M.

ALL EFFECTIVE DATES ARE
AT 12:01 AM PACIFIC
STANDARD TIME OR THE
TIME INDICATED AT
PACIFIC STANDARD TIME

ARCATA GARBAGE COMPANY
30 S G St
Arcata, CA 95521

ANYTHING IN THIS POLICY TO THE CONTRARY NOTWITHSTANDING,
IT IS AGREED THAT THE STATE COMPENSATION INSURANCE FUND
WAIVES ANY RIGHT OF SUBROGATION AGAINST.

THE COUNTY OF HUMBOLDT

WHICH MIGHT ARISE BY REASON OF ANY PAYMENT UNDER THIS
POLICY IN CONNECTION WITH WORK PERFORMED BY,

ARCATA GARBAGE COMPANY

IT IS FURTHER AGREED THAT THE INSURED SHALL MAINTAIN
PAYROLL RECORDS ACCURATELY SEGREGATING THE REMUNERATION
OF EMPLOYEES WHILE ENGAGED IN WORK FOR THE ABOVE
EMPLOYER.

IT IS FURTHER AGREED THAT PREMIUM ON THE EARNINGS OF SUCH
EMPLOYEES SHALL BE INCREASED BY 03%.

NOTHING IN THIS ENDORSEMENT CONTAINED SHALL BE HELD TO VARY, ALTER, WAIVE
OR EXTEND ANY OF THE TERMS, CONDITIONS, AGREEMENTS, OR LIMITATIONS OF THIS
POLICY OTHER THAN AS STATED. NOTHING ELSEWHERE IN THIS POLICY SHALL BE
HELD TO VARY, ALTER, WAIVE OR LIMIT THE TERMS, CONDITIONS, AGREEMENTS OR
LIMITATIONS OF THIS ENDORSEMENT.

COUNTERSIGNED AND ISSUED AT SAN FRANCISCO:

SEPTEMBER 28, 2016

Keith R. Va...
AUTHORIZED REPRESENTATIVE

Thomas Steiner
PRESIDENT AND CEO

Continuation Certificate

The Hartford Insurance Group

Surety - Miscellaneous

The Hartford Fire Insurance Company, (hereinafter called the Company), hereby continues in force its Bond No. 72BSBAG9357 in the sum of Fifty Thousand (\$50,000.00) Dollars on behalf of ARCATA GARBAGE CO., INC. 30 South G Street, ARCATA, CA 95521 in favor of County of Humboldt for the (extended) term beginning on October 1, 2015 and ending on October 1, 2016. subject to all the covenants and conditions of said Bond, said Bond and this and all continuations thereof being one continuous contract.

This Continuation is executed upon the express condition that the Company's liability under said Bond and this and all continuations thereof shall not be cumulative and shall in no event exceed the sum of Fifty Thousand (\$50,000.00) Dollars.

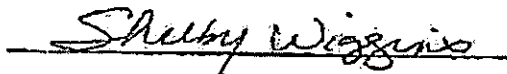
IN WITNESS THEREOF, the Company has caused this instrument to be signed by its officers proper for the purpose and its corporate seal to be herefo affixed on August 13, 2015.

Hartford Fire Insurance Company

By: 
 Joselle L. LaPierre, Attorney in Fact



Attest:



A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

ACKNOWLEDGEMENT OF SURETY

State of Florida

County of Seminole

}

On August 13, 2015 before me, Kathleen G. Adams

date

here insert name and title of the officer

personally appeared Joelle LaPierre, Attorney-in-Fact

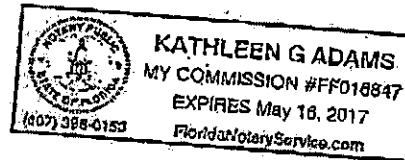
name(s) of signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Kathleen G. Adams (Seal)



Direct Inquiries/Claims to:

THE HARTFORD

Bond T-4
One Hartford Plaza
Hartford, Connecticut 06155
email: bond.claims@thehartford.com
call: 888-266-3488 / fax: 860-757-5835

Agency Code: 72-252345

POWER OF ATTORNEY

KNOW ALL PERSONS BY THESE PRESENTS THAT:

- Hartford Fire Insurance Company, a corporation duly organized under the laws of the State of Connecticut
- Hartford Casualty Insurance Company, a corporation duly organized under the laws of the State of Indiana
- Hartford Accident and Indemnity Company, a corporation duly organized under the laws of the State of Connecticut
- Hartford Underwriters Insurance Company, a corporation duly organized under the laws of the State of Connecticut
- Twin City Fire Insurance Company, a corporation duly organized under the laws of the State of Indiana
- Hartford Insurance Company of Illinois, a corporation duly organized under the laws of the State of Illinois
- Hartford Insurance Company of the Midwest, a corporation duly organized under the laws of the State of Indiana
- Hartford Insurance Company of the Southeast, a corporation duly organized under the laws of the State of Florida

having their home offices in Hartford, Connecticut (hereinafter collectively referred to as the "Companies") do hereby make, constitute and appoint

Joelle L LaPierre
of Lake Mary, Florida,

its true and lawful Attorney-in-Fact, to sign its name as surety(ies) only as delineated above by , and to execute, seal and acknowledge the following bond, undertaking, contract or written instrument:

Bond No. 72252345357

Naming ARCATA GARBAGE CO., INC. as Principal,
and County of Humboldt as Obligor,

in the amount of See Bond Form(s) on behalf of Company in its business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

In Witness Whereof, and as authorized by a Resolution of the Board of Directors of the Company on August 1, 2008, the Company has caused these presents to be signed by its Vice President and its corporate seals to be hereto affixed, duly attested by its Assistant Secretary. Further, pursuant to Resolution of the Board of Directors of the Company the Company hereby unambiguously affirms that it is and will be bound by any mechanically applied signatures applied to this Power of Attorney.



John Gray

John Gray, Assistant Secretary

M. Ross Fisher

M. Ross Fisher, Vice President

STATE OF CONNECTICUT }
COUNTY OF HARTFORD } ss. Hartford

On this 12th day of July, 2012, before me personally came M. Ross Fisher, to me known, who being by me duly sworn, did depose and say: that he resides in the County of Hartford, State of Connecticut; that he is the Vice President of the Companies, the corporations described in and which executed the above instrument; that he knows the seals of the said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed by authority of the Boards of Directors of said corporations and that he signed his name thereto by like authority.



CERTIFICATE

Kathleen T. Maynard

Kathleen T. Maynard
Notary Public
My Commission Expires July 31, 2016

I, the undersigned, Vice President of the Companies, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is still in full force effective as of August 13, 2015.
Signed and sealed at the City of Hartford,



[Signature]

Vice President

CONTINUATION CERTIFICATE

The Travelers Casualty and Surety Company of America (hereinafter called the Surety) hereby continues in force its Bond No. 104561607 in the sum of Fifty Thousand Dollars and 00/100 (\$50,000.00) Dollars,

on behalf of Recology Humboldt County

in favor of County of Humboldt, CA

subject to all the conditions and terms thereof through July 1, 2017 at location of risk.

This Continuation is executed upon the express condition that the Surety's liability shall not be cumulative and shall be limited at all times by the amount of the penalty stated in the bond.

IN WITNESS WHEREOF, the Surety has caused this instrument to be signed by its duly authorized Attorney-in-Fact and its corporate seal to be hereto affixed this 30th day of June, 2016.

Travelers Casualty and Surety Company of America
Surety

By: _____

Jennifer J. McComb

Attorney-in-Fact





POWER OF ATTORNEY

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

Surety Bond No. 104561607

Principal: Recology Humboldt County

OR

Project Description:

Obligee: County of Humboldt, CA

KNOW ALL MEN BY THESE PRESENTS: That Farmington Casualty Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, are corporations duly organized under the laws of the State of Connecticut, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc. is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint Jennifer J. McComb of the City of Westmont, State of IL, their true and lawful Attorney-in-Fact, to sign, execute, seal and acknowledge the surety bond(s) referenced above.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 10th day of September, 2012.

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company



State of Connecticut
City of Hartford ss.

By: [Signature]
Robert L. Raney, Senior Vice President

On this the 10th day of September, 2012, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.
My Commission expires the 30th day of June, 2016.



[Signature]
Marie C. Tetreault, Notary Public

CONTINUATION CERTIFICATE

The Travelers Casualty and Surety Company of America (hereinafter called the Surety) hereby continues in force its Bond No. 104561608 in the sum of Fifty Thousand Dollars and 00/100 (\$50,000.00) Dollars,

on behalf of Recology Humboldt County

in favor of County of Humboldt

subject to all the conditions and terms thereof through July 1, 2017 at location of risk.

This Continuation is executed upon the express condition that the Surety's liability shall not be cumulative and shall be limited at all times by the amount of the penalty stated in the bond.

IN WITNESS WHEREOF, the Surety has caused this instrument to be signed by its duly authorized Attorney-in-Fact and its corporate seal to be hereto affixed this 30th day of June, 2016.

Travelers Casualty and Surety Company of America
Surety

By: 
Jennifer J. McComb Attorney-in-Fact



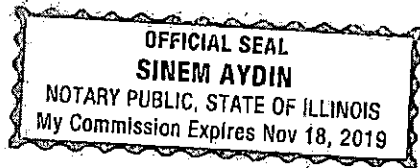
State of Illinois}
} ss.
County of DuPage }

On June 30, 2016, before me, Sinem Aydin, a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared Jennifer J. McComb known to me to be Attorney-in-Fact of Travelers Casualty and Surety Company of America the corporation described in and that executed the within and foregoing instrument, and known to me to be the person who executed the said instrument in behalf of the said corporation, and he duly acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year stated in this certificate above.

My Commission Expires November 18, 2019

Handwritten signature of Sinem Aydin over a horizontal line, with the typed name 'Sinem Aydin, Notary Public' below it.



Commission No. 829295



POWER OF ATTORNEY

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

Surety Bond No. 104561608

Principal: Recology Humboldt County

OR

Project Description:

Obligee: County of Humboldt

KNOW ALL MEN BY THESE PRESENTS: That Farmington Casualty Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, are corporations duly organized under the laws of the State of Connecticut, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc. is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint Jennifer J. McComb of the City of Westmont, State of IL, their true and lawful Attorney-in-Fact, to sign, execute, seal and acknowledge the surety bond(s) referenced above.

IN WITNESS WHEREOF, the Companies have caused this Instrument to be signed and their corporate seals to be hereto affixed, this 10th day of September, 2012.

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company



State of Connecticut
City of Hartford ss.

By:

[Signature]
Robert L. Raney, Senior Vice President

On this the 10th day of September, 2012, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing Instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.
My Commission expires the 30th day of June, 2016.



[Signature]
Marie C. Tetreault, Notary Public